Item	H.	3-47

File No.-cpdc03

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfaction Of Second Mortgage (3)	europarinten santalakula kanan satu taman kanan satu taman pengan penganyan menye memerinten lahihida
DEPARTMENT: Planning & Development DIVISION: Community Re	esources
AUTHORIZED BY: Donald S. Fisher CONTACT: Annie Knight	EXT. 7384
Agenda Date <u>04/08/2003</u> Regular	Briefing C
MOTION/RECOMMENDATION:	
Approve and authorize the Chairman to execute the three attache Second Mortgages for households assisted under the SHIP Ownership Assistance Program.	
BACKGROUND:	etti ja
On December 8, 2000 Seminole County assisted Patrick A. & Reg down payment assistance in the amount of \$5,000.00 to purchase a County. The unit was recently refinanced.	
On April 24, 1998 Seminole County assisted Carmelo & Raquel 6 payment assistance in the amount of \$3,500.00 to purchase a h County. The unit was recently sold.	
On April 7, 1998 Seminole County assisted Louise Montgomery & Awith down payment assistance in the amount of \$3,500.00 to pur Seminole County. The unit was recently sold.	
At the closing, checks were issued to the County to satisfy the Counth the units (see attached). Staff is now requesting the Board to approve and execute the attached Satisfactions of Second Mortgage on the units to remove the now-satisfied liens.	Reviewed by: Co Atty: XZC DFS: Other: CM:

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision,</u> Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>8th</u> day of <u>December, 2000</u> from <u>Patrick A. & Regina Lennox</u>, husband & wife, Mortgager to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Five Thousand Dollars and no 00/100 (\$5,000.00)</u> which mortgage is recorded in Official Records Book <u>3977</u>, Page <u>0039</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Five Thousand Dollars and no 00/100, (\$5,000.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____

day of April, 2003. **BOARD OF COUNTY COMMISSIONERS** ATTEST: SEMINOLE COUNTY, FLORIDA By:___ Daryl G. McLain, Chairman MARYANNE MORSE Clerk to the Board of County Commissioners of Date: Seminole County, Florida As authorized for execution by the For the use and reliance **Board of County Commissioners** Of Seminole County only. at their Approved as to form and 2003, regular meeting. legal sufficiency

County Attorney

181822 FIRST UNION NATIONAL BANK EAGLE TITLE & ABSTRACT CORPORATION CLEARWATER, FL 33761 63-751/631 ESCROW ACCOUNT 5020 CENTRAL AVENUE SAINT PETERSBURG, FL 33707 (727) 797-0021 February 19, 2003 \$5,000.00 Seminole County PAY TO THE ORDER OF Five Thousand and 00/100 Dollars DOLLARS A 屬 File 20312712 - 181822 MEMO_

EAGLE TITLE & ABSTRACT CORPORATION / ESCROW ACCOUNT

Seller:

Buyer: Patrick A. Lennox and Regina Lennox 210 Terry Lane, Sanford, Florida 32771

105 Payoff Seminole County \$5000.00

181822

EAGLE TITLE & ABSTRACT CORPORATION / ESCROW ACCOUNT

181822

Five Thousand and 00/100 Dollars

February 19, 2003

\$5,000.00

Seminole County

File 20312712 - 181822





Seminole County Homeownership <u>Assistance Program</u>

Second Workgage Deed

ਜ਼ੀਮIS SECOND MORTGAGE DEED is hereby made and entered into the . day of diceore 2000 by and between Patrick A, & Regina Lennox, husband & Wife. Therein after referred to the "Mortgagor" and Seminole County, a political saubdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Efforide 32771, hereinafter referred to as the "Mortgages,"

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the eggregate sum named in the Second Mortgage Note of even date herewith (\$5,000,00), hereinefter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgages all the certain land of which the Mortgagor is now saized and in possession situated in Seminole County, Florida, viz.:

05

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditements and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgages, in fee simple.

AND the Mortgapor covenants with the Mortgages that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortoscor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is - free land clear of all encumbrances except:

^{C)} A purchase money First Mortgage approved by Mortgages.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.512(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING 1977/19/70: B.H.LP. HOMBOWNERSHIP <u> ABBIRTANCE PROGRAM -</u> ATTY: CHERLYHOMT <u>230 N. WESTMONTE DR., STEF1974</u> ALTAMONTE SPOS. PL 11714

RECUPD AND RETURN TO: THIVERSAL LAND TITLE, INC. 580 RINKHART ND., STE. 100 LANK HARY. FL. 32746

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgegor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Five Thousand Dollars and 00/100(\$5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a forecleaure or a deed in lieu of forecleaure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgager's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgager or a related entity or person to the Mortgager, receiving title to the Property through a forecleaure or deed in lieu of forecleaure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of the property pu

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presentalithe day and year first above written.

Mr. Wat	Pater A Steam
Print Name: MARK WRIGHT	Print Name: Patrick A. Lennox 200 Tessy Ave., SWING, IL 3277
Print Name:	FrinCHame: Regina Lennox 210 TERN IAUT, SAUTOD, FL 3271
Print Mame: JOAN HUNES	Print Name:
Print Name:	Print Nama:

STATE OF FLORIDA **GOUNTY OF SEMINOLE**

before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared exercise a reserve and assume transport and who executed the foregoing instrument and who acknowledge before me that have relief the same and are personally known to me or have produced ___defeare license____ es identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: MAKK A. URIGHT

Notary Public Serial Number Commission Expires:

MOIK A. WEGH MY COMMISSION # COEXIST EXPIRED APHIN, 7003 NUMBET HIS TREY FAN HE MADE, FAC

EXHIBIT "A" LEGAL DESCRIPTION

Lot 13, BLOCK 7, WASHINGTON CARS SECTION CER, seconding to the plat recorded in Plat Rock 16, Pages 7 and 8, as recorded in the Public Records of SEMINOUS County, Florida; said land situte, lying and being in SEMINOUS County, Florida

Too Towns

Seminole County Homeownership Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$5,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Five Thousand Dollars & 00/100 (\$5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shell be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

ESCUED AND ESTUES TO: UNIVERSAL LAND TITLE, INC. 500 RIMENARY NO., STE. 100 LANE MANY, FL. 32746

湯丁の子を行いているのである。 こうしょう

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 189.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

<u>AFTER RECORDING ACTIVE ACTOR!</u>

B.H.L.P. HOWECHNERHEIP

ASSISTANCE FEGGRAM —

ATTA: CHERLINGET

230 N. WESTMONTS DR., STEATOR

ALTAMONTE SPOS. FL, 32714

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fallure to pay applicable property taxes on subject property and improvements.
- 5. Fallure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's feas, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

in the event of foreclosure, County reserves the right of first refusel on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: MARK VESTERS	Print Name: Patrick A. Lennox 210, 76% LARC, SANTONS	ti (mininga) and
Print Name: JOAN HUNES	Print Name: Regina Lennox 210 TEAN LANE, SAUTONA	zavcowoższtościę populacją
Print Name:	Print Name:	auditions of the second
Print Name: STATE OF FLORIDA	Print Name;	
COUNTY OF SEMINOLE I HERESY CERTIFY that on this _8 before me, an officer duly authorized in the	ne State aforesaid and in the County at	, <u>1894_2</u> 000 foresaid
to take acknowledgments, personally a and RECINA LEGICA, HUSBAND & WITHWAY acknowledge before me that and the produced drivers lies did not take an oath.	o executed the foregoing instrument a executed the same and are personally	y knawn
WITNESS my hand and official seal in	the County and State lest afcressid. Milk A V	
APPLIE MY COMMISSION & CC824531 EXPRES April 8, 2083 ADRED HID TRY FAMELICANCL PA	Votary Public Serial Number Commission Expires:	

exhibit "A"

LEGAL DESCRIPTION

Lot 15, BLOCK 7, WASSINGTON DAKS SECTION DEE, according to the plat recorded in Plat Book 16, Pages 7 and 8, as recorded in the Public Records of SEMINOLE County, Florida; said lead situte, lying and being in SEMINOLE County, Florida

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>24th</u> day of <u>April</u>, <u>1998</u> from <u>Carmelo & Raquel Colon</u>, Mortgager to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3419</u>, Page <u>0653</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100, (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____
day of April, 2003.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

MARYANNE MORSE

Clerk to the Board of
County Commissioners of
Seminole County, Florida

For the use and reliance

By:

Daryl G. McLain, Chairman

Date:

Date:

As authorized for execution by the

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the Board of County Commissioners at their
2003, regular meeting.

County Attorney

First Southwestern Title Company of Florida

First National Bank Of Central Florida

File #: m6896a

Buyer : ALBERT E. AQUINO; ANNETTIE AQUINO Seller: CARMELO COLON; RAQUEL COLON

Legal Description: Lot 4. SOUTH PINECREST SECOND ADDITION REPLAT

Property Address: 126 W WOODLAND DR. SANFORD, FL 32773

(505) Payoff of second mortgage loan - \$3,500.00

12-31148

Date:

2/20/2003

Void after 90 days

Payable To:

SEMINOLE COUNTY

First Southwestern Title Company of Florida Escrow Unit 12

First National Bank Of Central Florida

12-31148

PAY

Pay Three Thousand Five Hundred and 00/100 Dollars

2/20/2003 \$ ****\$3,500.00

Date:

SEMINOLE COUNTY

File #: m6896a Buyer : ALBERT E. AQUINO; ANNETTIE AQUINO

||* 1231118|| 1:063112155|: 029600228||*

100°

Saminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 24th day of AFRIL 199 by and between Carmelo and Raquel Colon, husband and wife, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street.

Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagoe" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mongagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: \
AFTER RECORDING RETURN TO:
S.H.L.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4500 S. HWY 17-92
CASSELBERRY, FL. 37/67

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SCHWOLE COUNTY TO

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RECORDED & VERIFIED

3419 0653

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OFFICIAL RECORDS BOOK PAGE

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a USS to default under this instrument. The institution of a mortgage or lien forederances to proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

2 of 5

7/29/97 notemig.600

Print Name:

OFFICIAL RECORDS

Should the land remain owner-occupied and not be rented, leased or subleased JF cm. at 0.55 (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementated provided Co. Fl. violeted, a defaute shall be declared, and the entire amount shall be immediately the raid payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER ON REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thomasad Five Hundred declars and 00/100(83,500,00) to Mortgages in full, less any available, forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and scaled these presents the day and year first above written.

Print Name:

3 of 5

7/19/97 3/19/97 actuate de STATE OF ELORIDA COUNTY OF SEMENOLE

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4	9		****	1000	300	482	Spir S	ŝ.n.

I HEREBY CERTIFY that on this 2 lath day of before me, an officer duly numberized in the Some aforessic and in the County Libress to take, acknowledgments: personally, appeared to CAMPLO COLOR and lature colds who executed the foregoing insurances and who

School con beints me me talker for are not me and me personally knownto me of lave produces. Grives a license in the me and me personally knownto me of lave produces. as identification and who did did not take an oath."

WITNESS my hand and official seal in the County and State last aforesaid.



Name: Notary Public

Serial Number CC439144 Commission Expires: 3/2/99

Reben To: UNIVERSAL LAND TITLE, INC. 580 Rinehart Road, Suite 100 Lake Mary, FL 32746

4 of 5

7/29/97

P.07/13 407 696 0014 FIRST SOUTHWESTERN TITLE JAN-30-2003 17:00 2217277 53.8 LOT 4, SOUTH PINECREST, SECOND ADDITION REFLAT, according to the Plat February and in Plat Bookilis page 30% as recorded in the Public Records of Seminole County, Florida; said land situate, lying and being in Seminole County, Florida.

A@Ase

3419 0558

SEMINOLE CO. FL

Seminole County Homeownership Assistance Brown that this is a true

and correct copy

exerbit "B"

UNIVERSALTAND TITLE, JNC.

SECOND MORTGAGE NOTE BY

AMOUNT: SIMM

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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7/29/97 naichte_doc

SECUL KELLINGS

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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES

This instrument was prepared by:
APITO RECORDING RETURN TO:
SHIP, HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELE
ASSISTANCE ASSISTANCE
PROGRAM - ATTN: SHARON SELE
ASSISTANCE
ASSISTANCE
PROGRAM - ATTN: SHARON SELE
ASSISTANCE
ASSIS

- The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORDS

Each person liable hereon whether maker or enforcer, hereby waives persentment 60 protest, notice of protest and notice of dishonor and agrees to pay an electric including reasonable attorney's fees, whether suit be brought or not, if, after managey which while or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or phiral as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgag	or has hereunto signed and sealed these
presents the flay and year first above written.	and for
Print Name: HARK URIGHT	Print Name Republic Colon
Print Name: JOAN NUNES	Print Name: Raquel Colon
Print Name:	Print Name:
Print Name:	Print Name:
STATE OF FLORIDA COUNTY OF SEMINOLE	
I HEREBY CERTIFY that on this24e_ before me, an officer duly authorized in the Stat to take acknowledgments, personally appeared	h day of APRIL 1998 e aforesaid and in the County aforesaid CARMELO COLON
and RAQUEL COLON , who acknowledge before me that he/she/they execute to me or have produced driver's License did not take an oath.	d the same and are personally known
WITNESS my hand and official seal in the C	ounty and state last aforesaid.
Sería	ry Public Il Number CC439144
Com	mission Expires: 3/2/99

3 of 3

7/29/97 notemts doc

OFFICIAL REPORTS

3419

0662

SEMINOLE CO. FL

Seminole county Home Program Homebuyer Program assistance agreement

Applicant(s):

CARMELO & RAQUEL COLON

Property Address:

126 WOODLAND DRIVE WEST, SANFORD, FL 32773

This Agreement is emered into this STH day of MARCH, 1928 by and between Seminols County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and CARMELO & RAQUEL COLON, HUSBAND AND WIFE.

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as <u>Greater Seminole County Chamber of Commerce</u> and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$2,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptey or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Pari 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminole County. Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commence, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

Pn:\munual\homsprgm

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3/26/98

407 696 0014 P.11/13 FIRST SOUTHWESTERN TITLE JAN-30-2003 17:02 LOT 4, SOUTH PINECREST, SECOND ADDITION REPLAT, according to the Plat recorded in PIST Book II page 10% as recorded in the Public Recorded of Seminole County, Florida Seld land Situate lying and being in Seminole County, Florida

The MOMEBUYER shall malnish the property, heliciding payment of property takes SEMINOUE CO. The property at the lime of initial occupantly by the HOMEBUTER shall meet Section 8 Housing period the breal building codes and regulations of the COUNTY, The COUNTY has period the regulation of the County, The County has period the regulation of the County, The County has period the regulation of the County, The County has period the regulation of the County, The County has period the regulation of the County, The County has period the regulation of the County, The County has period the regulation of the County has period the regulation of the County has been county to the county has been considered the regulation of the county has been considered to the county has been consi The property at the time of initial occupancy by the HOMEBUYER, shall meet section 8 Housing Onality strandards (HOS) and the local building codes and regulations of the COUNTY. The COUNTY has imported the property and has determined the project climble for funding. incurances, during the term of extendentities. cusing standards (HOS) and the local building codes and regulations of the imperiod the project clightle for finding. The Homeowier shall comply with all applicable Federal laws and regulations as described in HUD and trained at the state of the s The Homeowner shall comply with all applicable Federal laws and regulations as described in river guidelines are provided below. Applicable regulations are provided below. Applicable regulations are provided below. 7. OTHER PROGRAM REQUIREMENTS Edney obbosometh, and less principal O voliprapie I Not Applicable (activity funded is downpayment, closing cost of interest fall buy-down and manufacture and manufacture and accordance and a _{SO BOTES}. I not applicable (activity lunged is coverneyment, counts cost to lunctor and acquisition assistance on a newly coverneted unit; therefore no displacement, relocation and acquisition occurred reference to Endows makes Ethicomental teapen 12 Displacement, relocation and acquisition 6) Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an avierna mer. be appricable (activity is unimpayment, closing cost of united fame buyanown manager of purchase of an existing unit. Appropriate notices have been lasted. Certification has been provided for any order of the contract of t occurred pursuant to Federal rules). purchase of an existing unit. Appropriate notices have occupied by a tenant and that the owner has been volunteered ensuring that property was not occupied by a tenant and that the owner has been volunteered, declared to chain been volunizarily displaced by choice. M Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.) ☐ Not Applicable (Unit built during or after 1978.) Conflict of Interest - no conflict found Disbarment and suspension - not applicable Flood insurance Executive Order 12372 - not applicable. AFFIRMATIVE MARKETING Not applicable due to the nature of the activity (HOMEBUYER program). CONDITIONS FOR RELIGIOUS ORGANIZATION Not applicable due to the nature of the activity (HOMEBUYER program). The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the 10. REQUESTS FOR DISBURSEMENT OF FUNDS borrower's monthly housing costs (Principal, Interest, Taxes and insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work COUNTY at the time of loan closing. performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations. Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY. REVERSION OF ASSETS Not applicable as the homeowner is not a subrecipient. \$16F\$77 61 Enthasmalthamepren

OPPICIAL HELUMUS BOOK PAGE

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2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain designations CO. FL applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loss shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loss documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (i) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrow no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten 10 years.

5. OTHER PROVISIONS

Neither purty hereto shall discriminate against any person or group of persons on account of race, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any set of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the partles hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS	Gary E. Kaiser	County Manager
May Mankaris	Date:	128
MARY BANTZARIS	Y F E	
WITNESSES AS TO ADMICHUYEROS:	HOMEBUYER	ę
for formal forma	X market	
AUSSEL FETE PET	TARMELO O	
MARK MEZGHT	138945 J	1
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MOLVEA VE LO HOWERALEWON:	Katie Clinser &	
SEMINOLE COUNTY, FLORIDA Notary	Public, Stell of Florida \$ nizzion No. CC 635118 \$ smizzion Esp. 06/12/2001 \$	
STATE OF FLORIDA) LEGISHOTARY - FI	a House Burkes & Bankay Co. Y.	
county of Seminale)	C	
The foregoing instrument was acknowledged before		worMorch. 199.3,
by Carmelo & Raquel Colon , who is p	ersonally known to me or	who has producted
TYTUUS LEC. as identification.		
Katu Clyva		ared By & Return To: RECOPOLNY)
and the same of th	20 a b a 100 d l l l l l l l l l l l l l l l l l l	A
Print Name Kate Clinger		Chicaship Assistance Program Liar Seminate County Commercia
Notary Public in and for the County and State Aforemention	6 mb. ac. ac.	Highway 17-92
My commission expires: 1012 2:21		•

8/6/97

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision</u>, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 7th day of April, 1998 from Louise Montgomery a single person & Annie Montgomery, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3412, Page 1827, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100, (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of April, 2003.

y management of the second of	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	Daryl G. McLain, Chairman
Seminole County, Florida	Date:
For the use and reliance Of Seminole County only. Approved as to form and	As authorized for execution by the Board of County Commissioners at their,
legal sufficiency	2003, regular meeting.
County Attorney	

First American Title Insurance Company, Lake Mary PR. 12000 Ofc. 2022

2022102154 CHECK NO.

DATE: 02/14/2003

FILE NO. 2022-151763-0716

SETTLEMENT DATE: 02/14/2003

CHECK AMOUNT: \$ 3,500.00

BUYER:

Kalin

SELLER:

Montgomery, et al

Property Address:

708 Castlewood Drive, Winter Springs, FL 32708

Payoff Loan Charges

Charge Details:

Principal Balance:

3500.00

Thank you for doing business with First American Title Insurance Company

First American Title Insurance Company

225 Waymont Court, Suite 111 Lake Mary, FL 32746

×(407) 321-5449

PR. 12000 Ofc. 2022 Suntrust Bank - Fast Escrow 3522 - Thomasyille Road Mail Code FL-Tallahassee-3011 Tallahassee FL 32309

64-79/611

Date 02/14/2003

FILE NO. 2022-151763-0716

\$3,500.00*

are a mande the reproduction and the representation of the original original

DOLLARS

2022102154

TO THE ORDER

Seminole County Community Dev. Office.

1101 East 1st street

suite 3301 Sanford, FM 32771

:OF1100790: GE09E09920477 # 1 2 2 2 2 4 0 2 4 5 4 1 F

Saminala County Hammonworthin Assistance Program

GARAGARIO TAPA 180 W. CONTANT POLITICA ARABARIA DEPARTA PL. ESTAS

Second Mortgage Deed

THE SECOND MORTGAGE DEED is hereby made and entered into the Toka day of Averal 1998 by and between Louise Montgomery in N single person & Annie Managemery, a single person, hereinsher referred to the "Morigagor" and Seminole County, a political subdivision of the State of Plorida, whose addica is 1101 East First Street, Sanford, Florida 32771, herelaufier referred to as the "Mnagagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETTI, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500,00), hereimafter described, the Morigagor hereby grants, bargains, nells, eliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now selved and in possession situated in Seminole County, Morkla, viz.1

SHE EXHIBIT "A" ATTACHED HERBTO AND INCORPORATED HERBIN

TO HAVE AND TO HOLD THESAME, together with the tenements, hereditaments and appartenances thereto belonging, and the rents, issues and profits thereof, unto the Martpague, in fee simple.

AND the Mortgagor coveriants with the Mortgagee that the Mortgager is indefeasibly selved of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be trouled; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free had clear of all encombrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THE MORTINGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANOIDLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP ENCISE TAX ON DOCUMENTS PURSUANT 470.513(1) AND 199.185(1)(d), TO SECTIONS HORDA STATUTES

This lastrament was propored by Karson exic ALTER DECISIONS DEFENDED. ELLE MOMENTO CASETANCE ENGRAM-ATTERATION SHIP GSCOR, NUVY, I'LSZ CARCELURIUM, PL. 32797

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7/24/97 1/24/97 notenin des

Description: Seminole, FL Decement-Book. Page 3412.1827 Page: 1 of 8 Order: 191763 Comments

SEDA

ANY DEPAULT in any mortgage rate, or lies of record, including, but not limited to the Second Morigage Note and the Pirot Morigage approved herein, shall constitute a default under this insurancet. The institution of a morrgage or lien foreclosure legal proceeding shull be one basis authorizing the Mongager to declare a default. In the event of foreclosure, the Merigagee reserves the tight of first refusal on the land as described in Heldbit "A."

of foreolosure, the Mortgageo reserves and Application of the Mortgageo the Figury DED ALWAYS, that said Mortgagor shall pay unto said Mortgageo the Figury Margageo Not hereinsfeer substantially copied or identified, to-wit: correla Second Mortgage Not hereinafter submantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgager shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be pull and void.

AND the Mortgager hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and slagular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and this searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagos to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Morrgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and coverants of said note and the Second Mongage, or either. In the event the Mortgagor fails to pay when due any tex, assessment, insurance premium or other sum of money payable by virue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Swand Morigage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Morigage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and psyable, anything in said note or herein to the contrary notwidestanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrucil or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "il" no payments shall be required on the Second Mortgage as long as the land remains compled by the Montgagor, and said land is not sold, leased, rented or subleased.

2 of 5

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. Description: Sessinole, FL Document-Book.Page 3412.1827 Page: 2 of 8 Order: 151763 Commont:

Should the land reach owner occupied and not be reach, leased or exclose filed in the (10) years then this Eccount Mongage chall be forgiven in full and a release filed in the public records of Userlands County, Florida. Should this aforeneed onto provision be violved, a dafade about the declared, and the entire amount about be immediately due and payable. The full amount of the Sicond Montgage shall be due on Ealer, lease, in this ealer of the Sicond Montgage in full, less any theorem and the five kinners of course and colours and the forgiveness as provided in the response provisions of the Federal regulations in office at the thire of default.

This Montgage shall be subordinate to a valid purchase money first Montgage on the land, publics to the notification and expressed of Montgages.

In vertices wherefor, the said Montgager has here unto signed and realed these presents the day and year first above written.

Printed on the second of the second

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Palis Remot

Print Macro:

James Markensul

Print Name: Louise Montgomery

Print Name: Amic Montgomery

Marin Little Lyman and

Print Neme:

Print Name:

3 of 3

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Morro:
Norsy Public
Serial Number
Contralesion Explice:



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LEGAL DESCRIPTION

tot 6, clubtur C, CHIBERTH, A PRABCHE WILL BEVERORIES, according to the Plat thereof so recorded in Plat Book 19, payon 7 through 10, public Records of Seminate County, Ployida.

9 of 5

7/20/97 notokely-869

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(1) (1)

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Saminala County - Hamanumonthly Amidenca Praguan

EXCEPTED "D" SECOND MORYGAGE NOTE

AMOUNT: RAMPAUL

FOR VALUE RECEIVED, the undersigned Cointly and severally, if more than one promises to pay Seminole County ("The County"), a political subdivision of the Sato of sa Picrida, or order, the manner hereinafter specified, the sum of Three Thousand 1932 Example of Dollars and 60/100 (83,800.00). The said principal shall be payable in lawful morely of the United States of America to the County at 1101 Bast Pirat Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the helder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accorrecanying Mortgage. Repayment of this Note shall take place in the following magget

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- It. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ton (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refunanced and tumains owner occupied for a period of at least ten (10) years after execution of dia Note.
- C. If the property is sold, lessed, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in offeet at the time of default.

This Note incorporates, and is incorporated into, the Second Mongage Deed of even due on the following described property.

SDE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAILT

The reader of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

1063

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM FAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), PLORIDA STATUTES

This instrument was prepared by:
ANTEN ANCOUNTY ASSISTANCE
SHALL SCATERING ASSISTANCE
PROGRAM - ATTN; SHANON ORLY
ASSISTANCE AND A THE STAY I

CARSELBERNY, N. 32001

SC S SOUTH ALTERNATION OF THE STATE OF THE S

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- Leasing or running of the property within ten (10) years of the date of execution
 of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- Pathere to pay applicable property taxes on subject property and improvements.
- Pailure to maintain adequate hazard insurance on subject property and improvements.
- Fallure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the projectly.

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The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full humediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MUSTALANEOUS PROVISIONS

This Second Morigage shall be subordinate to a Pirst Morigage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Piorida. The terms of said Mortgage are by this reference made a part horsel.

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**	Print Nurse:	ALTEMANONEN MITATALA	Print Name: Louise Montgomery Janus Musikanny		
	Prince Mangle: L'Abruella Prince Manue: 614	Jan.	Print Name: Annie Montgomery	-	
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SEMINOLE COUNTY HOME PROGRAM

Homenuyer program assistance agreement

<u> សុក្សាដែលប៉ុន្</u>តែ

LOUISE MONTCOMERY & ANNIE MONTGOMERY

Property Address

700 CASTLEWOOD DR., WINTER SPRINGS, PL 32700

This Agreement is entered into this LATER day of JANUARY 19 98 by and between Seminology County, a political subdivision of the State of Piorida, whose address in 1101 Bast Pirst Street, Sanford, Provide, \$2771 (horelandar "COUNTY") and LOUISE MONTGOMERY, A SINGLE PERSON, AND ANNE MOTITGOMERY, A SINGLE PERSON,

(becokers "HOMPDUYER").

WITNESSETH:

I. USE OF HOME PUNDS

WHITEAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1950, as amended, through the U.S. Department of Housing and Urban Davelopment (barehader "HUD"), to be expended in accordance with HOME Investment Pertnership Acts (42 U.S.C. 12701 of too), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Ast of 1904; and

WIERREAS, the COUNTY has egreed to use HOME funds to assist qualified homebuyers with dow-apayment, closing costs, and/or interest rate buy-down againence through its subreciplent organization hereby known as Organiz Seminole County Chamber of Communes and meet the requirements as set forth in 24 CFR Part 92 as amended or walved by HUD.

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mongage note and deed which that i be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not Homist to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer ocrupies the unit as his primigal residence; or (3) the borrower dies, or if a married couple, the survivor co dist. \bigcirc

1. REPAYMENTS

\$49 libry \$70 is AALQARLER The COUNTY shall provide a Deferred Payment Loan in an amount up to first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including that not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the horrower dies, or if a married couple, the surviyor dies,

UNIFORM ADMINISTRATIVE REQUIREMENTS

Mor applicable as the HOMERUYER is not a subrecipient or state recipient.

5. PROJECT PEQUITEMENT

The COUNTY and the HOMERUYER agree to comply with HOME regulations as set forth in 24 CPR Part 92 Subpart P. as follows:

(a) The HOMERUYESL(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eightly percent (60%) of the medica income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located whilm the goographical areas of Semilaric County, Florida and has an office rehebilitation or construction appeared value court to or less than ninety-five parcent (95%) (80% when used with ShiP funds) of the median sales price of the area. The COUNTY through Granter . Spechale Canaly Clausher of Commercia, has reviewed the household income and properly value

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Description: Syminole, FL Document-Book. Page 3412.1835 Page: 1 of 4 Order: 151763 Comment:

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1.44	i. April		The state of the s			
			HOMEBUYED II That the property, including payment of Traxes and hom	rotypers		
	1131	Mi	HOWERDARD IN " Did the brokery, mending branes of			
10	gen (c)	ÇÖ ₂ İ	, during the term or affordulability.			
(" (§	; <u>110</u>	jus Ž	SERGE AND QUALITY STANDARDS property at the thine of initial occupancy by the HOMEBUYER shall meet Section B	Housing		
Ç	gralliy halliy hacer	9 p 36 1 d.:	property at the time of initial occupancy by the HOMBROTER about med country, the COU inaderds (HQS) and the local building codes and regulations of the COUNTY. The COU it is properly and has determined the project eligible for funding.	XIY hos		Lat
~			and the second s		(Ú)	4 10 4 10
£	rr Robby	nd I Mes	Homeowaet abuil comply with all applicable Federal laws and regulations as deserved is at 24 CPM Fart 92 Subpars H. The regulations are provided below. Applicable regula	tions are	STARTED. 1	1/2
٤	in hold)	ři†	
	1).		May object with the second	4.	Ö	CO
	b	Ď	Philippingurar touca ————————————————————————————————————		77	٤٥
	Ű	}	Displacement, reiccation and acquisition (1) Not Applicable (activity funded is downpayment, closing cost or interest rate (2) Not Applicable (activity funded is downpayment, closing cost or interest rate (3) Not Applicable (activity funded is downpayment, closing cost or interest rate	buy-down		O
			assistance on a newly constructed duri, introduce as separate			
			E. Applicable (Activity is downpayment, closing cost or interest rate buy-down assistate purchase of an existing unit. Appropriate notices have been issued. Certification purchase of an existing unit. Appropriate notices have been issued. Certification purely/dod/executed ensuring that property was not occupied by a tenant and that the otbern voluntarily displaced by choice.	his been wher has		
		4)	Leid paint	of and unit		
			Lead paint (N Applicable (Horac built prior to 1978. Lead-based paint notice has been provide explanted for lead-based paint existence.)			
			C) Not Applicable (Unit built during or after 1978.)			
		e)	y Conflict of Interest - no conflict found			
		1	Distinguish and suppression - Not applicable			
		r.)	. PMS			
			on the state of the town and applicable.			
	g.	, i	A SECRETARY MARKETING			
	3,7 m	5.5	Not applicable due to the name of the autivity (HOMEBUYER program).			
	ŷ.	13	CONNITIONS FOR RELIGIOUS ORGANIZATION			
	7:	Y.3	Net applicable due to the nature of the activity (HOMEBUYER program).			
	V.C.		was programmed and the programme	ء د		
	Щ.	3 k 92 r	REQUESTS FOR DISTRICTED TO TO THE LINE OF THE PROMISE OF THE PROMI	all tayyol o nev clasine	Ę	
	4.07	lg u	wen's mouthly linking come transport of necessary. The HOME funds shall be disbut used part of the downpoyment annuals, if necessary.	260 på me		
			INTY at the time of feet electric. Should rehabilitation be included in the HOME assistance, the HOMENUYER agrees the should remark the secondance with this Agreement shall be performed pursuant around by a contractor in accordance with this Agreement shall be inspected by the	COUNTY	i (a)	

performed by a commission of accordance with this Agreement man or performed pursuant to a within control in the form required by the COUNTY. Purther, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Constraint and take a funds shall not be disbursed prior to completion of work and acceptance of the spots by 6.0 COUNTY.

I. Expersion of Assets

Hor applicable as the homeowner is not a subrecipient.

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29 1 Mr. 1 11.13 The COUNTY and MOMINIUYER chall complete all reports and malated documentation, as regularities in escurificacy with 24 Civil Part 92 and Plorida Ligitates for a period of durce (3) years from the and at the affortability total. THE ORCEMBET OF THE AGREEMENT Lua form shall be aridenced by a Promiseory Note and secured by a Mortgage on the property. Pallaro by the HOMERUYER to comply with the terms of this Agreement and the Ioan documents shall be considered a default and hypropriate legal aution taken. 4. CHURATION OF THE AGREEMENT This Agreement shall be in offect until the first of the following events occurs: (1) outcomes transfer or dispense of the assisted until (by, including but not limited to, sole, transfer, bankruptcy of of transfer or dispense of the berrows no longer occupies the unit as his principal residence; or (3) the berrows no longer occupies the unit as his principal residence; or (3) the berrows of touches the survivor dies, or for a period of ten 10 years. OTHER PROVISIONS Meditier party herato shall discriminate against any person or group of persons on account of race, ses, cread, color or netlonal origin in the performance of this Agreement. Modding coundred in this Agreement, or any not of the COUNTY or the HOMEBUYER shall be (4) decreased or construed by any of the parties bareto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY. County Managor. Oary E. Kalser Wi (MRSS Daig! HOMEBUYER MONACOTIVER(G): that week Downsent Proposed By & Roturn To: (AFTER PEXORDIAN) HELLER AS TO HOMEBUTER(B): S.H.L.P., Home Ownership Assistance Progress SUMBINOLE COUNTY, PLORDIA clo The Greater Seminate County Charater of Commarté 4690 Bouth Highway 17-03 STATE OF PLORIDA Coatolboay, FL 92707 COUNTY OF SHIENOIR 14th day of January The foregoing instrument was acknowledged before me this , who is personally known to me or who has produced Louise Houthomaty Ha. Montgomery to parsonally known to me. es Identification. Emm A thiti PARTY EXCISED OCCUPANTO NE October 22, 6000 CONTRACTOR OF THE PROPERTY OF Pala Nema Jamon A. Montant Flormy Public in and for the County and State Aforomentiqued.

by commulation explicit October 22, 2000

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